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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

SATICOY BAY LLC SERIES 3834
WINDANSEA ST, a Nevada limited liability
company,

Plaintiff,

v.

SECRETARY OF THE UNITED STATES
DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT,

Defendant.

Case No. 2:22-cv-01188-JAD-DJA

**Stipulation and Disclaimer
and Order**

ECF No. 5

Plaintiff Saticoy Bay LLC Series 3834 Windansea St ("Plaintiff") and Defendant Secretary of the United States of America Department of Housing and Urban Development ("Defendant") by and through counsel undersigned, stipulate as follows:

1. This stipulation pertains to the property at 3834 Windansea Street, Las Vegas, Nevada, that is the subject of the Plaintiff's complaint, hereinafter referred to as the "Subject Property."

2. Plaintiff alleges in this action that it acquired the Subject Property at a foreclosure sale. Plaintiff also alleges that defendant HUD held a deed of trust on the property that the complaint describes in its paragraph 11 as a deed of trust recorded on August 22, 2016, in Book 20160822 as instrument No. 0065. A copy of that deed of trust, referred to in the complaint and hereinafter as the "HUD SUB-DOT" is attached to the plaintiff's complaint as Exhibit 2. Plaintiff's complaint alleges the HUD SUB-DOT was

1 extinguished by operation of law under NRS 116.3116 at the foreclosure whereby plaintiff
2 acquired title to the Subject Property.

3 3. Defendant disclaims any interest in the HUD SUB-DOT described in
4 paragraph 2, above. HUD is the current holder of the beneficial interest in the HUD SUB-
5 DOT and thus can make a current disclaimer. The HUD SUB-DOT is no longer an
6 encumbrance on the real property as a result of the homeowners' association (Tahoe
7 Property Owners Association) foreclosure as exercised under NRS 116.3116 on September
8 23, 2019.

9 4. Plaintiff agrees and stipulates that no money judgment shall be taken against
10 any Defendant.

11 5. Plaintiff shall provide to the United States Attorney's Office a copy of any
12 decree, judgment, or order in this matter by mailing these documents to the attention of the
13 undersigned Assistant U.S. Attorney at the United States Attorney's Office.

14 6. Defendant shall bear its own costs and attorneys' fees incurred in this case,
15 and Plaintiff shall not seek to recover costs or attorneys' fees from The United States of
16 America or any of its Agencies.

17 7. The parties agree that for purposes of this litigation this Defendant is to be
18 treated as a non-party, including as follows: this Defendant is not required to participate
19 with respect to discovery, is not required to file a responsive pleading, and is not required to
20 attend or participate in hearings or trial.

21 8. This stipulation is not to be construed as a release or waiver of any other
22 liens or interest that may be held by the United States of America or its officers, agencies,
23 or assigns upon the Subject Property or upon any other property, including, but not limited
24 to, any tax liens asserted by the Department of the Treasury or the Internal Revenue
25 Service. This stipulation shall not prejudice any other rights The United States of America
26 or any of its Agencies or Departments has against any of the parties to this action or any
27 persons not parties to this action.
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